REMARKS

Claims 1-7, 9-11, and 13-31 are pending in the present application. By this amendment, claims 1, 11, 17, and 30-31 are amended, and claims 8 and 12 are canceled. Applicants respectfully request reconsideration of the present claims in view of the foregoing amendments and the following remarks.

I. Prior Art Rejections

Claim Rejections Under 35 U.S.C. §102(e)

Claims 1-2, 5-7, 10-11, and 13-31 are rejected under 35 U.S.C. §102(e) as being anticipated by United States Patent No. 5,920,846 to Storch et al. (hereinafter "Storch"). This rejection is respectfully traversed.

As amended, claim 1 recites that a method for eliminating an unnecessary dispatch of a service technician comprises determining whether the dispatch is scheduled to occur within a predetermined time period, and if the dispatch is scheduled to occur within the predetermined time period, then placing the dispatch on hold.

Storch fails to teach or suggest a method for eliminating an unnecessary dispatch of a service technician as recited in claim 1. On the contrary, Storch discloses an integrated method for processing a service request for installation, maintenance, or repair by sending a Tier 1 distribution of a service order to a Work Force Administration/Dispatch Out (WFA/DO) system, which assigns a preliminary factor price indicating an estimated time to complete the order if technician dispatch is required based upon the class of service. After needed facility assignments are assigned, the service order is again sent to the WFA/DO during a Tier 2 distribution, and the WFA/DO examines the service order and determines a final time estimate for work to be performed by a technician to activate the requested service. A final time estimate greater than zero indicates that dispatch of an outside technician is needed to complete the service request. A final time estimate that equals zero indicates that no field work is needed to be performed by the outside technician. However, Storch fails to teach or suggest, at either Tier 1 or 2 distribution of the service order, that the WFA/DO determines whether the dispatch of the technician is scheduled to occur within a predetermined time period, and

if so, then places the dispatch of a technician on hold. Instead, the WFA/DO assigns a preliminary factor price for the service order at Tier 1 distribution and a final time estimate for the service order at Tier 2 distribution, without suggesting that the WFA/DO determines whether the dispatch is scheduled to occur within a predetermined time period, and if so, then places the dispatch of a technician on hold.

As amended, claim 11 recites that a system for eliminating unnecessary dispatches comprises a trap service order system for monitoring the service order generated by the service order control system and for determining whether the dispatch is scheduled to occur within a predetermined time period, and if so, then communicating with the work management center to place the dispatch on hold.

Storch fails to teach or suggest a system for eliminating unnecessary dispatches as recited in claim 11. Instead, as discussed above, Storch discloses an integrated method for processing a service order including a WFA/DO system. During Tier 1 distribution of the service order, the WFA/DO system assigns the service order a preliminary factor price indicating an estimated time to complete the order if technician dispatch is required, without suggesting that the WFA/DO system further determines whether the dispatch of the technician is scheduled to occur within a predetermined time period, and if so, then communicates with the integrated system to place the dispatch on hold. Storch further discloses that during Tier 2 distribution of the service order, the WFA/DO system determines an exact final time for work to be performed based on the service order, but again fails to suggest that the WFA/DO system further determines whether the dispatch of the technician is scheduled to occur within a predetermined time period, and if so, then communicates with the integrated system to place the dispatch on hold. Thus, Storch fails to teach or suggest a system for eliminating unnecessary dispatches as recited in claim 11.

As amended, claim 17 recites that a method for eliminating an unnecessary dispatch of a service technician comprises determining whether the dispatch is scheduled to occur within a predetermined time period, and if the dispatch is scheduled to occur within the predetermined time period, then placing the dispatch on hold.

Storch fails to teach or suggest a method for eliminating an unnecessary dispatch of a service technician as recited in claim 17. As discussed above, Storch discloses that

during Tier 1 distribution of the service order, a WFA/DO system assigns a preliminary factor price for the service order, and during Tier 2 distribution of the service order, the WFA/DO system determines an exact final time for work to be performed. However, Storch fails to teach or suggest that the WFA/DO system, at either Tier 1 or 2 distribution of the service order, determines whether the dispatch is scheduled to occur within a predetermined time period, and if so then places the dispatch on hold.

As amended, claim 30 recites that a method for eliminating an unnecessary dispatch of a service technician comprises determining whether the dispatch is scheduled to occur within a predetermined time period, and if the dispatch is scheduled to occur within the predetermined time period, then placing the dispatch on hold.

Storch fails to teach or suggest a method for eliminating an unnecessary dispatch as recited in claim 30. On the contrary, Storch discloses a WFA/DO system which assigns a preliminary factor price for the service order during Tier 1 distribution of the service order and determines an exact final time estimate for work to be performed for the service order during Tier 2 distribution, without suggesting that the WFA/DO system, during either Tier 1 or 2 distribution, further determines whether the dispatch is scheduled to occur within a predetermined time period, and if so, places the dispatch on hold. Thus, Storch fails to teach or suggest a method for eliminating an unnecessary dispatch as recited in claim 30.

As amended, claim 31 recites that a system for eliminating unnecessary dispatches comprises a trap service order system for monitoring the service order generated by the service order control system and for determining whether the dispatch is scheduled to occur within a predetermined time period, and if so, then placing the dispatch on hold.

Storch fails to teach or suggest a system for eliminating unnecessary dispatches as recited in claim 31. Instead, as discussed above, the WFA/DO system disclosed by Storch assigns a preliminary factor price for the service order during Tier 1 distribution of the service order and determines an exact final time estimate for work to be performed for the service order during Tier 2 distribution, without suggesting that the WFA/DO system, during either Tier 1 or 2 distribution, further determines whether the dispatch is

scheduled to occur within a predetermined time period, and if so, places the dispatch on hold.

For at least these reasons, claims 1, 11, 17, and 30-31 are allowable over Storch. Since claims 2, 5-7, 10, and 21-23 depend from claim 1, claims 13-16 and 24-27 depend from claim 11, and claims 18-20 and 28-29 depend from claim 17 and recite additional features, Applicants respectfully submit that Storch does not anticipate Applicants' claimed invention as embodied in claims 2, 5-7, 10, 13-16, and 18-29 for at least these reasons. Accordingly, withdrawal of these rejections is respectfully requested.

Claim Rejections Under 35 U.S.C. §103(a)

Claims 3-4, 8-9, and 12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Storch. By this amendment, claims 8 and 12 are canceled. Applicants respectfully traverse this rejection.

For at least the reasons stated above, claims 1, 11, 17, and 30-31 are allowable over Storch. Since claims 3-4 and 9 depend from claim 1 and recite additional features, Applicants respectfully submit that Storch does not make obvious Applicants' claimed invention as embodied in claims 3-4 and 9.

CONCLUSION

For at least these reasons, Applicants assert that the pending claims 1-7, 9-11, and 13-31 are in condition for allowance. Applicants further assert that this response addresses each and every point of the Office Action, and respectfully requests that the Examiner pass this application with claims 1-7, 9-11, and 13-31 to allowance. Should the Examiner have any questions, please contact Applicants' undersigned attorney at 404.954.5037.

Respectfully submitted,

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